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9 FITCH, CO.; ABERCROMBIE & FITCH
10 STORES, INC.; ABERCROMBIE & FITCH
11 TRADING CO.

12 UNITED STATES DISTRICT COURT
13 CENTRAL DISTRICT OF CALIFORNIA

14 CV12-08734 GHK(MRWx)

15 WILLIAM STRATTON, an individual,
16 Plaintiff,

17 vs.

18 ABERCROMBIE & FITCH CO., an
19 Ohio corporation; ABERCROMBIE &
20 FITCH STORES, INC., an Ohio
21 corporation; ABERCROMBIE & FITCH
22 TRADING CO., an Ohio Corporation;
23 DAISY ASHBURN, an individual;
24 BRIAN HILBURN, an individual; AIG
25 MODEL & TALENT MANAGEMENT,
26 LLC a Mississippi limited liability
27 company; DOES 1-25 inclusive; and
28 ROES 26-50, Inclusive.,

Defendants.

Civil No.: _____

NOTICE OF REMOVAL OF
ACTION UNDER 28 U.S.C. §1441(b)
(DIVERSITY)

TO THE CLERK OF THE ABOVE-ENTITLED COURT:

PLEASE TAKE NOTICE that defendants ABERCROMBIE & FITCH, CO.;
ABERCROMBIE & FITCH STORES, INC.; ABERCROMBIE & FITCH TRADING
CO. hereby removes to this Court the State Court action described below.

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On August 31, 2012 an action was commenced in the Superior Court of the State of California in and for the County of Los Angeles, entitled WILLIAM STRATTON Plaintiff, vs. ABERCROMBIE & FITCH CO., an Ohio corporation; ABERCROMBIE & FITCH STORES, INC., an Ohio corporation; ABERCROMBIE & FITCH TRADING CO., an Ohio Corporation; DAISY ASHBURN, an individual; BRIAN HILBURN, an individual; AIG MODEL & TALENT MANAGEMENT, LLC, a Mississippi limited liability company and DOES 1-25, Inclusive and ROES 26-50, Inclusive bearing Los Angeles Superior Court Case Number BC491420. A copy of the complaint is attached hereto as Exhibit "A".

I JURISDICTION

A. DIVERSITY OF CITIZENSHIP

This action is a civil action of which this Court has original jurisdiction under 28 U.S.C. §1332 because the citizenship of the parties is entirely diverse, and the amount in controversy, as alleged by Plaintiff, exceeds \$75,000.00.

Plaintiff WILLIAM STRATTON ("Plaintiff") is a California citizen based on domicile, as he resides in Los Angeles County, California. (Comp. ¶6). Auto Insurance Co. v. Dyer 19 F. 3d 514, 520 (10 Cir. 1994) ("Residence alone is not the equivalent of citizenship, but the place of residence is prima facie evidence of the domicile.").

Defendant ABERCROMBIE & FITCH CO. was and is a corporation incorporated under the laws of the State of Delaware and having its principal place of business in the State of Ohio, ABERCROMBIE & FITCH STORES, INC. was and is a corporation incorporated under the laws of the State of Ohio and having its principal place of business in the State of Ohio, ABERCROMBIE & FITCH TRADING CO. was and is a corporation incorporated under the laws of the State of Ohio and having its principal place of business in the State of Ohio. Co-defendant DAISY ASHBURN resides and is domiciled in the State of Ohio. (Comp. ¶10). Co-defendant BRIAN HILBURN resides and is domiciled in the State of Mississippi. (Comp. ¶11). Co-defendant AIG MODEL & TALENT MANAGEMENT, LLC is a Mississippi limited liability company with its

1 principal place of business in Mississippi. (Comp ¶12). As established by these facts,
 2 there is complete diversity of citizenship among Plaintiff and each of the Defendants
 3 under 28 U.S.C. §1332(a).

4 B. AMOUNT IN CONTROVERSY

5 Generally, the amount in controversy is determined from the allegations or prayer
 6 stated in the complaint. St. Paul Mercury Indem. Co. v. Red Cab Co., 303 U.S. 283, 289
 7 (1938). Where the amount of damages sought by plaintiff is unclear from the complaint,
 8 the defendant must present facts to support that the jurisdictional amount is satisfied.
 9 Gans v. Miles, Inc., 980 F 2d 564, 567 (9th Cir. 1992).

10 The amount in controversy is allegedly over \$75,000.00. Because Plaintiff has not
 11 clearly alleged an amount in controversy, Defendants ABERCROMBIE & FITCH, CO.;
 12 ABERCROMBIE & FITCH STORES, INC.; ABERCROMBIE & FITCH TRADING
 13 CO. will present facts to support the amount in controversy, as alleged by Plaintiff,
 14 exceeds \$75,000.00.

15 The issues herein involve the determination of liability for and damages suffered
 16 stemming from a photo shoot which took place in Jackson, Mississippi. Among other
 17 things, Plaintiff alleges that:

- 18 - he was sexually abused and harassed at the shoot (Comp. ¶37);
- 19 - Hilburn utilized unprofessional and pornographic methods
 20 and procedures at the shoot. (Comp. ¶32);
- 21 - Hilburn made photographs and video of Plaintiff for the purpose
 22 of satisfying Hilburn's own prurient interests. (Comp. ¶33);
- 23 - he is haunted by Hilburn's sexual abuse. (Comp. ¶37);
- 24 - he was fraudulently induced by Ashburn to contact Hilburn,
 25 pose nude and masturbate in front of him. (Comp. ¶38);
- 26 - he has suffered severe emotional and mental distress, pain
 27 anxiety, shame, anger, grief, humiliation, nervousness and
 28 shock causing physiological symptoms, including, but not

limited to, anxiety, depression, headaches and sleeplessness.

(Comp. ¶125);

Moreover, Plaintiff seeks to recover punitive damages and attorneys' fees. (Comp. ¶48, 56, 64, 84, 103, 112, 126; Comp. Prayer for Relief 2, 4, 6, 10, 13, 14, 16, 20). In determining the amount in controversy, district courts should consider the amount of actual and punitive damages as well as attorney's fees if they are alleged to be recoverable. Nasiri v. Allstate Indemnity Co. 41 Fed. App. 76, 77-78 (9th Cir. 2002); Galt F/S v. JSS Scandinavia, 142 F. 3d 1150, 1155 (9th Cir 1998). Here, Plaintiff seeks to recovery both punitive damages and attorney's fees. Given the nature of the allegations underpinning Plaintiff's claims, the alleged punitive damages and attorneys' fees will themselves certainly be claimed at an amount in excess of the jurisdictional amount.

II TIMELINES

This Notice is timely because it is filed within thirty (30) days of service of the Summons and Complaint, as required by 28 U.S.C. §1446(b). Defendants ABERCROMBIE & FITCH, CO.; ABERCROMBIE & FITCH STORES, INC.; ABERCROMBIE & FITCH TRADING CO. were served on September 11, 2012, and, therefore, removal is proper through and including Thursday October 11, 2012.

III CONSENT

The defense counsel identified in this pleading represents Defendants ABERCROMBIE & FITCH, CO.; ABERCROMBIE & FITCH STORES, INC.; ABERCROMBIE & FITCH TRADING CO. Counsel for the aforementioned defendants is unaware as to the status of service of the summons and complaint on defendants BRIAN HILBURN, AIG MODEL & TALENT MANAGEMENT, LLC. and DAISY ASHBURN.

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IV OTHER PERTINENT INFORMATION

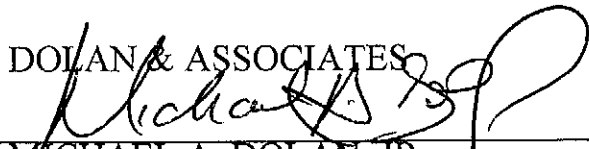
Pursuant to 28 U.S.C. §1446(a), Defendants file this Notice in the District Court of the United States for the district and division within which the State Court Action is pending.

Pursuant to 28 U.S.C. §1446(d), a copy of this Notice with its attachments will promptly be served on Plaintiff in the State Court Action, and notice thereof will be filed with the clerk of the United States District Court, Central District of California.

Dated: October 11, 2012

By

DOLAN & ASSOCIATES


MICHAEL A. DOLAN, JR.
Attorneys for Defendants,
ABERCROMBIE & FITCH, CO.;
ABERCROMBIE & FITCH STORES,
INC.; ABERCROMBIE & FITCH
TRADING CO.

DOLAN & ASSOCIATES

ORIGINAL

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Attorneys for Plaintiff
 WILLIAM STRATTON

FILED
 Los Angeles Superior Court

AUG 31 2012

John A. Clarke, Executive Officer/Clerk
 By SHAUNNA WESLEY, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
 COUNTY OF LOS ANGELES - CENTRAL DISTRICT

FILE BY FAX

BC 491420

WILLIAM STRATTON, an individual,
 Plaintiff,

vs.

ABERCROMBIE & FITCH CO., an Ohio
 corporation; ABERCROMBIE & FITCH STORES,
 INC., an Ohio corporation; ABERCROMBIE &
 FITCH TRADING CO., an Ohio corporation;
 DAISY ASHBURN, an individual; BRIAN
 HILBURN, an individual; AIG MODEL &
 TALENT MANAGEMENT, LLC a Mississippi
 limited liability company; DOES 1 - 25, Inclusive;
 and ROES 26-50, Inclusive,

Defendants.

Case No.:

COMPLAINT FOR:

- (1) FRAUD;
- (2) NEGLIGENT MISREPRESENTATION;
- (3) INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS;
- (4) NEGLIGENCE;
- (5) NEGLIGENT HIRING AND SUPERVISION;
- (6) FRAUD;
- (7) RESCISSION DUE TO FRAUD;
- (8) SEXUAL HARASSMENT;
- (9) INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS;
- (10) NEGLIGENCE;
- (11) BREACH OF CONTRACT
- (12) BREACH OF FIDUCIARY DUTY; and
- (13) DECLARATORY RELIEF

REQUEST FOR JURY TRIAL

CI/CASE: BC491420 LEA/DEF#:
 RECEIPT #: CCH465980113
 DATE PAID: 08/31/12 09:06:20 PM
 PAYMENT: \$435.00
 RECEIVED:
 CHECK: 435.00
 CASH:
 CHANGE:
 CARR:

- 1 -

COMPLAINT

08/31/12

INTRODUCTION

1
2 1. Abercrombie & Fitch highly endorses a sexual predator and recommends that its
3 employees be photographed and represented by that sexual predator.

4 2. Abercrombie & Fitch is known for its famous photographer, Bruce Weber, and its racy
5 marketing photography, frequently featuring semi-nude male and female models. Store employees are
6 recruited as models at casting calls held at Abercrombie & Fitch stores. Abercrombie & Fitch gives a
7 second hope to those employees not selected for these coveted modeling jobs by giving those
8 employees' names, photographs and personal information to a modeling agent that they highly
9 recommend. However, Abercrombie & Fitch either has never researched that agent's background or
10 actually knows that he is a sexual predator who likes to photograph Abercrombie & Fitch's employees
11 in the nude. That purported modeling agent and sexual predator is Brian Hilburn.

12 3. Once they are under Hilburn's contractual control, Abercrombie & Fitch's young and
13 vulnerable employees are instructed to pose nude and masturbate in front of Hilburn while he
14 photographs and videotapes them. Instead of being rewarded with a selection as a coveted model for
15 Abercrombie & Fitch, the young employees are subjected to shameful and embarrassing sexual
16 harassment.

17 4. William "Billy" Stratton was one such employee. Billy was a student at Penn State.
18 While shopping at Abercrombie & Fitch's store in State College, Pennsylvania, Billy was wooed by
19 the store manager to accept a part-time job so that he could land one of Abercrombie & Fitch's coveted
20 modeling jobs. Abercrombie & Fitch's casting director, Defendant Daisy Ashburn, told Billy that he
21 just missed getting a modeling job with the company, but that she could still help him with his
22 modeling career. Ashburn then gave Billy's name, photograph and personal information to Hilburn,
23 who she said she knew well and highly endorsed.

24 5. Hilburn then coerced Billy into flying to Jackson, Mississippi and signing a contract
25 with him and his company, by telling Billy he could successfully promote his modeling career. Once
26 at Hilburn's office in Mississippi, Billy was fed more lies about the importance to Abercrombie &
27 Fitch, and its famous photographer Bruce Weber, of being photographed nude with an erection.
28 Because Billy trusted Hilburn as his agent and someone who was so highly endorsed by Ashbur,

1 Abercrombie & Fitch's casting director, Billy agreed to pose nude for Hilburn. Billy was shocked and
2 horrified when he later learned that there was no legitimate purpose to the nude photographs taken by
3 Hilburn.

4
5 **THE PARTIES**

6 6. Plaintiff William Stratton (hereinafter, "Plaintiff") is an individual residing and
7 domiciled in the County of Los Angeles, State of California.

8 7. Plaintiff is informed and believes and based thereon alleges that Defendant
9 Abercrombie & Fitch Co. (hereinafter, "Abercrombie Co.") is an Ohio corporation with its principal
10 place of business in Ohio, and doing business in the County of Los Angeles, State of California.

11 8. Plaintiff is informed and believes and based thereon alleges that Defendant
12 Abercrombie & Fitch Stores, Inc. (hereinafter, "Abercrombie Stores") is an Ohio corporation with its
13 principal place of business in Ohio, and doing business in the County of Los Angeles, State of
14 California.

15 9. Plaintiff is informed and believes and based thereon alleges that Defendant
16 Abercrombie & Fitch Trading Co. (hereinafter, "Abercrombie Trading") is an Ohio corporation with
17 its principal place of business in Ohio, and doing business in the County of Los Angeles, State of
18 California. Abercrombie Co., Abercrombie Stores and Abercrombie Trading are hereinafter
19 collectively referred to as "Abercrombie."

20 10. Plaintiff is informed and believes and based thereon alleges that Defendant Daisy
21 Ashburn (hereinafter, "Ashburn") is an individual residing and domiciled in the State of Ohio, and
22 doing business in the County of Los Angeles, State of California. Plaintiff is further informed and
23 believes and based thereon alleges that Ashburn directs her business activities to California and travels
24 to California for business, including as recently as Spring 2012. Plaintiff is further informed and
25 believes and based thereon alleges that Ashburn is and was at all times alleged herein an authorized
26 agent and employee of Abercrombie and was at all times alleged herein acting in the course and scope
27 of her employment by Abercrombie.

28 ///

1 11. Plaintiff is informed and believes and based thereon alleges that Defendant Brian
2 Hilburn (hereinafter, "Hilburn") is an individual residing and domiciled in the State of Mississippi, and
3 doing business in the County of Los Angeles, State of California. Plaintiff is further informed and
4 believes and based thereon alleges that Ashburn directs her business activities to California and travels
5 to California for business.

6 12. Plaintiff is informed and believes and based thereon alleges that Defendant AIG Model
7 & Talent Management, LLC (hereinafter, "AIG") is a Mississippi limited liability company with its
8 principal place of business in Mississippi, and doing business in the County of Los Angeles, State of
9 California. Plaintiff is further informed and believes and based thereon alleges that Ashburn directs
10 her business activities to California and travels to California for business.

11 13. Plaintiff is informed and believes and based thereon alleges that pursuant to California
12 Code of Civil Procedure § 474, that the fictitiously named Defendants sued herein as Does 1 through
13 25 and Roes 26-50, inclusive, and each of them, were in some manner responsible or legally liable for
14 the actions, events, transactions and circumstances alleged herein. The true names and capacities of
15 such fictitiously named defendants, whether individual, corporate, associate or otherwise, are presently
16 unknown to Plaintiff and Plaintiff will seek leave of Court to amend this Complaint to assert the true
17 names and capacities of such fictitiously named Defendants when the same have been ascertained. For
18 convenience, each reference to a named defendant herein shall also refer to the Doe Defendants, Roe
19 Defendants and each of them.

20 14. Plaintiff is informed and believes and based thereon alleges that Defendants, and each
21 of them, were the agents, employees, partners, joint-venturers, co-conspirators, owners, principals, and
22 employers of the remaining Defendants, and each of them, and are, and at all times herein mentioned
23 were, acting within the course and scope of that agency, partnership, employment, conspiracy,
24 ownership, or joint venture.

25 15. Plaintiff is further informed and believes and based thereon alleges that the acts and
26 conduct herein alleged of each such Defendant were known to, authorized by, and/or ratified by the
27 other Defendants, and each of them.

28 ///

FACTS COMMON TO ALL ALLEGATIONS

16. Abercrombie is a clothing retailer, operating hundreds of stores throughout the United States, including several stores in the County of Los Angeles, State of California. Abercrombie also operates several affiliated brands. Abercrombie employs "models" as in-store customer service representatives.

17. Abercrombie is known for its racy marketing photography, frequently featuring semi-nude male and female models. Abercrombie casts its store employees as models to be featured in its marketing campaigns. Abercrombie employs casting directors, including Ashburn, who travel to Abercrombie regional stores in the United States to hold "casting calls" for employees aspiring to become the next new face of Abercrombie. Abercrombie promotes its casting sessions, models, and photo shoots on its website.

18. AIG holds itself out to be a full service model and talent agency engaged in representing models and talent with top agencies in major markets such as New York, New York, Los Angeles, California, Miami, Florida, and other U.S. and international markets.

19. Plaintiff is informed and believes and based thereon alleges that Hilburn is the owner and/or principal officer of AIG. Hilburn holds himself out to be an agent engaged in representing models and talent.

20. Plaintiff was born and raised in a small town near State College, Pennsylvania. In late 2009, while shopping at the Abercrombie store in State College, Plaintiff was approached by the store's manager, Abe Jaussen, and Abercrombie's district manager, Chelsea Falcioni, and asked if he wanted a job there. Plaintiff explained that he was did not live close by, was just in State College shopping for the day, and politely declined the offer. However, Mr. Jaussen and Ms. Falcioni persisted that Plaintiff reconsider a position at their store. They explained to Plaintiff that he would make a great Abercrombie model, but that he had to work at an Abercrombie store to be eligible for an Abercrombie modeling job. Mr. Jaussen and Ms. Falcioni then offered Plaintiff a part-time position whereby he would work just a few hours a week at the store solely for the purpose of qualifying to be an Abercrombie model. Plaintiff accepted their offer.

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1 21. Shortly thereafter, Ashburn then held a casting call for Abercrombie models at the State
2 College store. As part of the casting call, Plaintiff was photographed by or at the direction of Ashburn
3 and provided Ashburn with his name, date of birth, address, telephone number and email address. It
4 was Plaintiff's understanding and belief that his photograph and personal information was to be used
5 by Ashburn solely in connection with her possible recruitment of him as a model for Abercrombie.
6 Neither Ashburn nor anyone else from Abercrombie informed or represented to Plaintiff that his
7 photograph and personal information would be used for any other purpose or provided to third parties.
8 Plaintiff did not authorize Ashburn or anyone else from Abercrombie to use or disclose his photograph
9 and/or personal information for any other purpose or to any third parties.

10 22. Without Plaintiff's knowledge or consent, Ashburn provided Hilburn with Plaintiff's
11 name, photograph, date of birth, address, telephone number and email address.

12 23. On February 18, 2010, Ashburn wrote to Plaintiff to inform him that while he had made
13 the top 105 finalists for that year's campaign, he was not selected for the job. Ashburn then asked
14 Plaintiff if he wanted her help pursuing a career in modeling. Plaintiff accepted Ashburn's offer. On
15 February 26, 2010, Ashburn asked Plaintiff to send her more pictures of him and his brother, in whom
16 Ashburn was also interested. Ashburn also told Plaintiff that she would send along his photographs
17 and information to an agent that would contact him.

18 24. As of March 17, 2010, Plaintiff had not heard back from either Ashburn or any agent
19 she had contacted on his behalf. However, on March 15, 2010, Plaintiff was contacted by Hilburn of
20 AIG. Hilburn was evasive when asked how he found Plaintiff. That day, Plaintiff wrote to Ashburn
21 and asked her if she knew of AIG. Ashburn's response was evasive and nonresponsive. She did not
22 tell Plaintiff whether or not she knew of AIG. Given that Ashburn failed to answer his question, on
23 March 29, 2010, Plaintiff again asked Ashburn if she was familiar with AIG and Hilburn. Once again,
24 Ashburn was evasive and nonresponsive. On March 31, 2010, for a third time, Plaintiff asked Ashburn
25 about AIG and Hilburn. Finally, that day, Ashburn answered Plaintiff's question. Ashburn told
26 Plaintiff that she knew Hilburn well, that he had great success with Abercrombie and that he was a
27 great person.

28 ///

1 25. Plaintiff is informed and believes, and based thereon alleges that Ashburn disclosed
2 Plaintiff's name, photograph, date of birth, address, telephone number and email address to Hilburn
3 and AIG, and then so highly endorsed Hilburn, in order to induce Plaintiff to sign a agent agreement
4 with Hilburn and AIG and to be photographed by Hilburn nude and semi-nude. Plaintiff is further
5 informed and believes, and based thereon alleges that Ashburn's conduct was done in an effort to
6 benefit her career, to elicit financial gain, for other gain and/or to satisfy her own and others' prurient
7 interests.

8 26. Plaintiff is informed and believes, and based thereon alleges that Ashburn has engaged
9 in a pattern of similarly inappropriate behavior with other employees of Abercrombie and/or other
10 individuals in the industry, including making similar representations regarding Hilburn and AIG,
11 referring other aspiring models to Hilburn and AIG and disclosing the name, photograph, date of birth,
12 address, telephone number and/or email address of other aspiring models to Hilburn and/or AIG.

13 27. Once Ashburn had so highly endorsed Hilburn, Plaintiff decided to try working with
14 Hilburn to develop a modeling career. As someone who was raised in a small town, Plaintiff had no
15 experience in the modeling industry and had no idea what to expect. However, based on Ashburn's
16 comments, Plaintiff trusted Hilburn. Plaintiff sent Hilburn photographs and personal information.
17 Hilburn then arranged for Plaintiff to fly to Jackson, Mississippi, where AIG has its office, to meet
18 Plaintiff and for a photo shoot.

19 28. In late-April or early-May 2010, Plaintiff flew to Jackson, Mississippi. It was
20 Plaintiff's first plane flight. Hilburn picked Plaintiff up at the airport and took him to dinner. Shortly
21 after Plaintiff's arrival, Hilburn presented Plaintiff with a contract to sign before their photo shoot.
22 That contract provided that Hilburn was to be Plaintiff's agent, whereby Hilburn and AIG would
23 advise, counsel, and direct Plaintiff in the development and enhancement of Plaintiff's professional
24 modeling career. Pursuant to the contract, Hilburn and AIG were entitled to twenty percent (20%) of
25 Plaintiff's gross compensation earned from any source as a result of Plaintiff's activities in and
26 throughout the modeling field. It was intended and anticipated by Plaintiff and Hilburn that Plaintiff
27 would move to Los Angeles, sign with a local agency in Los Angeles, and work as a model in Los
28 Angeles. Thus, the contract was to be performed in California.

1 29. At dinner on Plaintiff's first night in Jackson, Mississippi, Hilburn told Plaintiff of his
2 success with Abercrombie and how he would promote Plaintiff. That night, Plaintiff stayed on the
3 couch at AIG's office. The next day, Hilburn took Plaintiff shopping for clothes to wear during their
4 photo shoot. That afternoon, they shot a few photographs around town, then went to dinner. While at
5 dinner, Hilburn told Plaintiff about Abercrombie's acclaimed photographer, Bruce Weber. Hilburn
6 said that Weber frequently shoots male models nude, including at Weber's home, and that several of
7 Hilburn's clients had posed nude for Weber. Hilburn also told Plaintiff that he had a relationship with
8 Weber, which would benefit Plaintiff's modeling career.

9 30. After dinner, Hilburn drove Plaintiff back to AIG's office, where they started shooting
10 more photographs for Plaintiff's "modeling book." Hilburn asked Plaintiff to remove his shirt and
11 shoot a few pictures topless, which Plaintiff did. Hilburn then asked Plaintiff to remove his pants and
12 shoot some pictures in his underwear. Because Plaintiff trusted both Hilburn and Ashburn, and
13 because of Hilburn's relationship with Weber, Plaintiff agreed to pose in his underwear. Hilburn then
14 again told Plaintiff about how Weber demands that models pose nude and said Plaintiff should pose
15 nude in order that he become used to the process. Once Plaintiff was in his underwear, Hilburn
16 instructed Plaintiff to do whatever necessary to get an erection, including masturbating while looking
17 at pornography on his phone. Hilburn told Plaintiff: "these [photographs] are for Bruce [Weber]."
18 Plaintiff interpreted Hilburn's comment to mean that Weber would demand such photographs from his
19 models, and that Hilburn would send the photographs directly to Weber. Based on what Hilburn had
20 told him about Weber and Weber's methods, Plaintiff reasonably believed that such photographs were
21 legitimate and common in the modeling industry, and, further, that if they were sent directly to Weber
22 there would be a great benefit to Plaintiff's career. As such, Plaintiff agreed to Hilburn's direction.
23 Plaintiff was able to obtain an erection, but it dissipated once Hilburn began to photograph him.
24 Hilburn asked Plaintiff to again masturbate to erection in front of him, but Plaintiff refused.

25 31. Hilburn told Plaintiff that the nude and semi-nude photographs Hilburn took of Plaintiff
26 were for Plaintiff's "book" and to be sent to Weber to promote Plaintiff's career. However, Plaintiff
27 has never seen the nude and semi-nude photographs Hilburn shot. The photographs were certainly
28 never made a part of Plaintiff's "book." Plaintiff is unaware of whether Hilburn or anyone else sent

1 the photographs to Weber. Plaintiff is informed and believes and based thereon alleges that. Contrary
2 to Hilburn's representations, the nude and semi-nude photographs Hilburn shot were not made to
3 benefit Plaintiff's career.

4 32. Hilburn's representations about what Abercrombie and Weber wanted insofar as
5 photographs of nude models with erections or other photographic results derived from unprofessional
6 and pornographic methods and procedures were false.

7 33. Plaintiff is informed and believes, and based thereon alleges that Hilburn made the
8 photographs and video of Plaintiff for the purpose of satisfying Hilburn's own prurient interests, to
9 advance Hilburn's career and relationship with Abercrombie and its photographer Weber, for financial
10 gain and/or for other gain. Plaintiff is further informed and believes, and based thereon alleges that
11 Hilburn intended to elicit financial gain and/or other gain from distribution of the photographs and
12 video of Plaintiff as pornography.

13 34. Plaintiff flew home from Jackson to Pennsylvania. A few weeks later, Plaintiff flew to
14 Los Angeles to meet with Hilburn. Hilburn had arranged for approximately 13 prospective young
15 male models to stay with him in a double room at the Roosevelt Hotel for nearly two weeks. One of
16 the young men was forced to share a bed with Hilburn. Hilburn drove the young men to various
17 modeling agencies, directing them to sign with the agencies of his choosing. On the first day of the
18 trip, Plaintiff was told by Hilburn to sign with the Vision LA agency. Plaintiff trusted Hilburn, and
19 signed with Vision LA that day. However, over the course of the trip, the other young models signed
20 with various other agencies, all at Hilburn's direction and control.

21 35. While in Los Angeles, Hilburn told Plaintiff that he was good friends with Ashburn and
22 regularly spoke with her. Hilburn also told Plaintiff that he had recently spoken with Ashburn, and
23 that Hilburn was in Los Angeles with several of his new clients, including Plaintiff, for the purpose of
24 getting them signed with local agencies. Plaintiff is informed and believes and based thereon alleges
25 that Ashburn knew that Hilburn was ferrying young prospective models to Los Angeles to get them
26 signed with legitimate agencies there. Plaintiff is further informed and believes and based thereon
27 alleges that Hilburn kept Ashburn apprised of his roster of new models and their Los Angeles agencies.

28 ///

1 36. Indeed, in July 2010, shortly after signing with Hilburn and AIG and travelling to Los
2 Angeles, Plaintiff was called to shoot for Abercrombie, which included several other clients of Hilburn
3 and AIG. Plaintiff is informed and believes and based thereon alleges that Ashburn and Abercrombie
4 were very familiar with Hilburn, and knew, or should have known, that Hilburn was shooting
5 new/potential clients in Mississippi, nude and/or semi -nude, signing them to agreements, and then
6 flying them to Los Angeles to get them signed with legitimate agencies there.

7 37. Plaintiff now resides in Los Angeles. He has continued to work as a model, but is
8 haunted by Hilburn's sexual abuse of him and by the fact that Ashburn so highly endorsed Hilburn
9 even though she knew, or should have known, of Hilburn's conduct. As a result of being sexually
10 abused and harassed by Hilburn, Plaintiff became depressed and sought treatment with a physician.

11 38. Plaintiff was also fraudulently induced by Ashburn to contact Hilburn, pose nude and
12 masturbate in front of Hilburn, and to enter into the contract with Hilburn and AIG. Ashburn knew, or
13 should have known through reasonable diligence, that Hilburn routinely asked young, naive models,
14 from small towns, to pose nude for him. She also knew, or should have known, that it served no
15 legitimate purpose for those young models to pose nude for Hilburn. Further, Plaintiff is informed and
16 believes and based thereon alleges that Ashburn knew, or should have known, that Hilburn was
17 sending nude and semi-nude photographs of young models to Weber for no legitimate purpose. While
18 at the Abercrombie shoot in July 2010, all of the models, including Plaintiff, were asked by
19 Abercrombie's representative to shoot nude. None of those models that refused to pose nude,
20 including Plaintiff, were used for the subject campaign. Only those models that agreed to shoot nude
21 for Weber were used for the campaign. Ashburn and Abercrombie were aware of Weber's predilection
22 for handsome, nude young men, and that Hilburn was supplying Weber with nude and semi-nude
23 photographs of Hilburn's new young clients.

24 39. Plaintiff is informed and believes, and based thereon alleges that Ashburn has engaged
25 in a pattern of similarly inappropriate behavior with other employees of Abercrombie and/or other
26 individuals in the industry, including making similar representations regarding Hilburn and AIG,
27 referring other aspiring models to Hilburn and AIG and disclosing the name, photograph, date of birth,
28 address, telephone number and/or email address of other aspiring models to Hilburn and/or AIG.

1 40. Plaintiff is informed and believes, and based thereon alleges that Hilburn has engaged in
2 a pattern of similarly inappropriate behavior with other employees of Abercrombie and/or other
3 individuals in the modeling industry, including making similar false representations to and coercing
4 other aspiring models to pose nude and engage in pornographic activities during which Hilburn takes
5 pornographic videos and photographs for the purpose of satisfying his own prurient interests and/or to
6 elicit financial or other gain from distribution of the images as pornography. Plaintiff is further
7 informed and believes, and based thereon alleges that Hilburn has made similar false representations to
8 other employees of Abercrombie and/or other individuals in the modeling industry regarding the
9 criteria for the industry jobs they were seeking and what others were looking for in photo and/or video
10 shoots. Plaintiff is further informed and believes, and based thereon alleges that Hilburn similarly
11 represented to other individuals in the modeling industry that it was necessary for them to pose nude
12 and engage in sexually explicit and pornographic behavior in order to obtain the industry jobs they
13 were seeking. Plaintiff is further informed and believes, and based thereon alleges that Hilburn took
14 pornographic videos and photographs of other employees of Abercrombie and/or other individuals in
15 the modeling industry engaging in pornographic activities for the purpose of satisfying his own
16 prurient interests and/or to elicit financial gain or other gain from distribution of the images as
17 pornography.

18 41. Plaintiff is informed and believes, and based thereon alleges that Ashburn, individually
19 and as the casting director and authorized agent of Abercrombie, was aware, or should have been
20 aware, of Hilburn's intent to fraudulently induce Plaintiff to enter into the Agreement and to
21 photograph and video Plaintiff posing nude and masturbating. Plaintiff is further informed and
22 believes, and based thereon alleges that Ashburn, individually and as the casting director and
23 authorized agent of Abercrombie, agreed with the intentions of Hilburn and AIG and intended for
24 Hilburn and AIG to commit the aforementioned wrongful acts.

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28 ///

1 **FIRST CAUSE OF ACTION**

2 **FRAUD**

3 **(Against Abercrombie and Ashburn)**

4 42. Plaintiff repeats, realleges, adopts and incorporates each and every allegation contained
5 in Paragraphs 1 through 41, inclusive, as though fully set forth herein.

6 43. Plaintiff is informed and believes and based thereon alleges that Ashburn is and was at
7 all times alleged herein an authorized agent and employee of Abercrombie and was at all times alleged
8 herein acting in the course and scope of her employment by Abercrombie.

9 44. Plaintiff is informed and believes, and based thereon alleges that Ashburn, as a Casting
10 Director for Abercrombie and Hollister, initially concealed from Plaintiff that she knew Hilburn; that
11 she intended to, and later in fact did, disclose Plaintiff's name, photograph, date of birth, address,
12 telephone number and email address to Hilburn; that Hilburn intended to photograph and video
13 Plaintiff in the nude and/or masturbating; that Hilburn did not intend to use those nude and semi-nude
14 photographs and video to "build Plaintiff's book," to promote Plaintiff's career, or for any other
15 legitimate purpose; that Hilburn intended to disclose those nude and semi-nude photographs and video
16 to others including, but not limited to, Ashburn, others at Abercrombie and Weber; and that Ashburn
17 intended to elicit financial or other gain and/or to benefit from the nude and semi-nude photographs of
18 Plaintiff taken by Hilburn. Ashburn, as a casting director for Abercrombie, Plaintiff's employer, had a
19 duty to disclose these facts to Plaintiff. Plaintiff is informed and believes, and based thereon alleges
20 that Ashburn concealed these facts from Plaintiff in order to benefit her career, to elicit financial gain,
21 for other gain and/or to satisfy her own prurient interests, and with the intent of inducing Plaintiff to
22 sign an agreement with Hilburn and AIG, and with the intent to defraud Plaintiff.

23 45. Plaintiff was unaware that Hilburn was anything other than a well-respected,
24 trustworthy, ethical and highly experienced agent for models. Plaintiff believed that Hilburn would
25 merely assist Plaintiff in navigating the challenging modeling industry, and that Hilburn would provide
26 Plaintiff with counsel and advice concerning general practices in the industry.

27 46. Plaintiff was unaware of Hilburn's intentions, including, but not limited to, Hilburn's
28 true intentions to photograph and video Plaintiff in the nude and masturbating, and would not have

1 traveled to Jackson, Mississippi and participated in the photo shoot with Hilburn, and would not have
2 entered into the contract with Hilburn and AIG, had he been aware of such facts.

3 47. As a direct and proximate result of the aforesaid wrongful acts of Defendants, and each
4 of them, Plaintiff has suffered severe emotional and mental distress, pain, anxiety, shame, anger, grief,
5 humiliation, nervousness and shock causing physiological symptoms, including, but not limited to,
6 anxiety, depression, headaches and sleeplessness. Additionally, Plaintiff has suffered other incidental
7 and consequential damages to be established at the time of trial. The amount of Plaintiff's damages is
8 not yet fully ascertainable, but is believed to be in excess of the jurisdictional limits of this Court.
9 When Plaintiff has ascertained the full amount of his damages, he will seek leave of court to amend
10 this complaint accordingly.

11 48. Plaintiff is informed and believes and based thereon alleges that the aforementioned acts
12 of Defendants, and each of them, were done intentionally or with a conscious and reckless disregard of
13 Plaintiff's rights, and with the intent to vex, injure or annoy Plaintiff, such as to constitute oppression,
14 fraud, or malice, thus entitling Plaintiff to exemplary and punitive damages in an amount appropriate
15 to punish or set an example of Defendants, and each of them, and to deter such conduct in the future,
16 the exact amount of such damages subject to proof at the time of trial.

17
18 **SECOND CAUSE OF ACTION**

19 **NEGLIGENT MISREPRESENTATION**

20 **(Against Abercrombie and Ashburn)**

21 49. Plaintiff repeats, realleges, adopts and incorporates each and every allegation contained
22 in Paragraphs 1 through 41, inclusive, as though fully set forth herein.

23 50. Plaintiff is informed and believes and based thereon alleges that Ashburn is and was at
24 all times alleged herein an authorized agent and employee of Abercrombie and was at all times alleged
25 herein acting in the course and scope of her employment by Abercrombie.

26 51. Plaintiff is informed and believes, and based thereon alleges that Ashburn did not
27 believe, or had no grounds, let alone reasonable grounds, to believe, that Hilburn was a well-respected,
28 trustworthy, ethical and highly experienced agent for models. Plaintiff is further informed and

1 believes, and based thereon alleges that Ashburn knew, or through the exercise of reasonable diligence
2 should have known, that Hilburn intended to photograph and video Plaintiff in the nude and/or
3 masturbating; that Hilburn did not intend to use those nude and semi-nude photographs and video to
4 "build Plaintiff's book," to promote Plaintiff's career, or for any other legitimate purpose; that Hilburn
5 intended to disclose those nude and semi-nude photographs and video to others including, but not
6 limited to, Ashburn, others at Abercrombie and Weber; and that Ashburn intended to elicit financial or
7 other gain and/or to benefit from the nude and semi-nude photographs of Plaintiff taken by Hilburn.

8 52. Plaintiff is informed and believes, and based thereon alleges that Ashburn
9 misrepresented to Plaintiff: that Hilburn was a well-respected, trustworthy, ethical and highly
10 experienced agent for models; that Hilburn intended to photograph and video Plaintiff in the nude
11 and/or masturbating; that Hilburn did not intend to use those nude and semi-nude photographs and
12 video to "build Plaintiff's book," to promote Plaintiff's career, or for any other legitimate purpose; that
13 Hilburn intended to disclose those nude and semi-nude photographs and video to others including, but
14 not limited to, Ashburn, others at Abercrombie and Weber; and that Ashburn intended to elicit
15 financial or other gain and/or to benefit from the nude and semi-nude photographs of Plaintiff taken by
16 Hilburn.

17 53. Plaintiff is informed and believes, and based thereon alleges that Ashburn intended to
18 induce Plaintiff to rely on her misrepresentations concerning Hilburn and AIG in order to induce
19 Plaintiff to sign an agreement with Hilburn and AIG, and to be photographed nude and/or semi-nude
20 by Hilburn, in an effort to benefit her career, to elicit financial gain, for other gain and/or to satisfy her
21 own prurient interests.

22 54. Plaintiff was unaware that Hilburn was anything other than a well-respected,
23 trustworthy, ethical and highly experienced agent for models; that Hilburn intended to photograph and
24 video Plaintiff in the nude and/or masturbating; that Hilburn did not intend to use those nude and semi-
25 nude photographs and video to "build Plaintiff's book," to promote Plaintiff's career, or for any other
26 legitimate purpose; that Hilburn intended to disclose those nude and semi-nude photographs and video
27 to others including, but not limited to, Ashburn, others at Abercrombie and Weber; and/or that
28 Ashburn intended to elicit financial or other gain and/or to benefit from the nude and semi-nude

1 photographs of Plaintiff taken by Hilburn. Plaintiff believed that Ashburn and Hilburn would merely
2 assist Plaintiff in navigating the challenging modeling industry.

3 55. As a direct and proximate result of the aforesaid wrongful acts of Defendants, and each
4 of them, Plaintiff has suffered severe emotional and mental distress, pain, anxiety, shame, anger, grief,
5 humiliation, nervousness and shock causing physiological symptoms, including, but not limited to,
6 anxiety, depression, headaches and sleeplessness. Additionally, Plaintiff has suffered other incidental
7 and consequential damages to be established at the time of trial. The amount of Plaintiff's damages is
8 not yet fully ascertainable, but is believed to be in excess of the jurisdictional limits of this Court.
9 When Plaintiff has ascertained the full amount of his damages, he will seek leave of court to amend
10 this complaint accordingly.

11 56. Plaintiff is informed and believes and based thereon alleges that the aforementioned acts
12 of Defendants, and each of them, were done intentionally or with a conscious and reckless disregard of
13 Plaintiff's rights, and with the intent to vex, injure or annoy Plaintiff, such as to constitute oppression,
14 fraud, or malice, thus entitling Plaintiff to exemplary and punitive damages in an amount appropriate
15 to punish or set an example of Defendants, and each of them, and to deter such conduct in the future,
16 the exact amount of such damages subject to proof at the time of trial.

17
18 **THIRD CAUSE OF ACTION**

19 **INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**

20 **(Against Abercrombie and Ashburn)**

21 57. Plaintiff repeats, realleges, adopts and incorporates each and every allegation contained
22 in Paragraphs 1 through 41, inclusive, as though fully set forth herein.

23 58. Plaintiff is informed and believes and based thereon alleges that Ashburn is and was at
24 all times alleged herein an authorized agent and employee of Abercrombie and was at all times alleged
25 herein acting in the course and scope of her employment by Abercrombie.

26 59. Plaintiff is informed and believes, and based thereon alleges that Ashburn disclosed
27 Plaintiff's name, photograph, date of birth, address, telephone number and email address to Hilburn
28 and AIG, and then so highly endorsed Hilburn, in order to induce Plaintiff to sign an agent agreement

1 with Hilburn and AIG and pose nude for Hilburn. Plaintiff is further informed and believes, and based
2 thereon alleges that Ashburn's conduct was done in an effort to benefit her career, to elicit financial
3 gain, for other gain and/or to satisfy her own prurient interests.

4 60. Plaintiff is informed and believes, and based thereon alleges that Ashburn knew that
5 Hilburn was not a well-respected, trustworthy, ethical and highly experienced agent for models; that
6 Hilburn intended to photograph and video Plaintiff in the nude and/or masturbating; that Hilburn did
7 not intend to use those nude and semi-nude photographs and video to "build Plaintiff's book," to
8 promote Plaintiff's career, or for any other legitimate purpose; that Hilburn intended to disclose those
9 nude and semi-nude photographs and video to others including, but not limited to, Ashburn, others at
10 Abercrombie and Weber; and that Ashburn intended to elicit financial or other gain and/or to benefit
11 from the nude and semi-nude photographs of Plaintiff taken by Hilburn.

12 61. Plaintiff is informed and believes, and based thereon alleges that Ashburn engaged in
13 the aforementioned conduct with the intention of causing Plaintiff emotional distress, and/or with
14 reckless disregard of Plaintiff's rights and the probability of causing Plaintiff emotional distress.

15 62. Ashburn's conduct was so outrageous as to exceed all bounds of that usually tolerated
16 in a civilized community. Plaintiff is informed and believes, and based thereon alleges that Ashburn
17 intended to injure Plaintiff and/or realized that her conduct would injure Plaintiff.

18 63. As a direct and proximate result of the aforesaid wrongful acts of Defendants, and each
19 of them, Plaintiff has suffered severe emotional and mental distress, pain, anxiety, shame, anger, grief,
20 humiliation, nervousness and shock causing physiological symptoms, including, but not limited to,
21 anxiety, depression, headaches and sleeplessness. Additionally, Plaintiff has suffered other incidental
22 and consequential damages to be established at the time of trial. The amount of Plaintiff's damages is
23 not yet fully ascertainable, but is believed to be in excess of the jurisdictional limits of this Court.
24 When Plaintiff has ascertained the full amount of his damages, he will seek leave of court to amend
25 this complaint accordingly.

26 64. Plaintiff is informed and believes and based thereon alleges that the aforementioned acts
27 of Defendants, and each of them, were done intentionally or with a conscious and reckless disregard of
28 Plaintiff's rights, and with the intent to vex, injure or annoy Plaintiff, such as to constitute oppression,

1 fraud, or malice, thus entitling Plaintiff to exemplary and punitive damages in an amount appropriate
2 to punish or set an example of Defendants, and each of them, and to deter such conduct in the future,
3 the exact amount of such damages subject to proof at the time of trial.

4
5 **FOURTH CAUSE OF ACTION**

6 **NEGLIGENCE**

7 **(Against Abercrombie and Ashburn)**

8 65. Plaintiff repeats, realleges, adopts and incorporates each and every allegation contained
9 in Paragraphs 1 through 41, inclusive, as though fully set forth herein.

10 66. Plaintiff is informed and believes and based thereon alleges that Ashburn is and was at
11 all times alleged herein an authorized agent and employee of Abercrombie and was at all times alleged
12 herein acting in the course and scope of her employment by Abercrombie.

13 67. Ashburn and Abercrombie had a duty to Plaintiff, as their employee and potential
14 model, to properly, adequately and thoroughly investigate and research the background and credentials
15 of Hilburn and AIG before disclosing Plaintiff's name, photograph, date of birth, address, telephone
16 number and email address to Hilburn and AIG, and before highly endorsing Hilburn and AIG to
17 Plaintiff. Ashburn and Abercrombie breached their duty to Plaintiff by failing to perform any
18 investigation or research, let alone proper, adequate and thorough investigation and research, into the
19 background and credentials of Hilburn, a sexual predator, and his company AIG.

20 68. Ashburn, as the employee and authorized agent of Abercrombie, also had a duty to
21 Plaintiff, Abercrombie's employee and potential model, to inform Plaintiff of all material information
22 she knew about Hilburn and AIG, as well as her relationship with Hilburn and AIG and how she stood
23 to benefit from Plaintiff signing an agreement with Hilburn and AIG and being photographed nude and
24 semi-nude by Hilburn, including, but not limited to, the fact that Ashburn knew that Hilburn was not a
25 well-respected, trustworthy, ethical and highly experienced agent for models; that Hilburn intended to
26 photograph and video Plaintiff in the nude and/or masturbating; that Hilburn did not intend to use those
27 nude and semi-nude photographs and video to "build Plaintiff's book," to promote Plaintiff's career, or
28 for any other legitimate purpose; that Hilburn intended to disclose those nude and semi-nude

1 photographs and video to others including, but not limited to, Ashburn, others at Abercrombie and
2 Weber; and that Ashburn intended to elicit financial or other gain and/or to benefit from the nude and
3 semi-nude photographs of Plaintiff taken by Hilburn. Ashburn breached her duty to Plaintiff by failing
4 to disclose all material information she knew about Hilburn and AIG, as well as her relationship with
5 Hilburn and AIG and how she stood to benefit from Plaintiff signing an agreement with Hilburn and
6 AIG and being photographed nude and semi-nude by Hilburn, including, but not limited to, the
7 aforementioned facts.

8 69. As a direct and proximate result of the aforesaid wrongful acts of Defendants, and each
9 of them, Plaintiff has suffered severe emotional and mental distress, pain, anxiety, shame, anger, grief,
10 humiliation, nervousness and shock causing physiological symptoms, including, but not limited to,
11 anxiety, depression, headaches and sleeplessness. Additionally, Plaintiff has suffered other incidental
12 and consequential damages to be established at the time of trial. The amount of Plaintiff's damages is
13 not yet fully ascertainable, but is believed to be in excess of the jurisdictional limits of this Court.
14 When Plaintiff has ascertained the full amount of his damages, he will seek leave of court to amend
15 this complaint accordingly.

16 70. At the time Defendants, and each of them, did each of the acts alleged herein by
17 incorporation, Defendants, and each of them, knew, or in the exercise of reasonable care, should have
18 known, that such acts would cause Plaintiff to suffer severe emotional distress.

19
20 **FIFTH CAUSE OF ACTION**

21 **NEGLIGENT HIRING AND SUPERVISION**

22 **(Against Abercrombie)**

23 71. Plaintiff repeats, realleges, adopts and incorporates each and every allegation contained
24 in Paragraphs 1 through 41, inclusive, as though fully set forth herein.

25 72. Plaintiff is informed and believes and based thereon alleges that at the time
26 Abercrombie hired Ashburn and during the course of her employment by Abercrombie, Abercrombie
27 was aware, or should have been aware, that Ashburn would be in possession of and/or have access to
28 the personal information, including, but not limited to, the names, dates of birth, addresses, email

1 addresses and photographs, of employees of Abercrombie, such as Plaintiff. Abercrombie had a duty
2 to Plaintiff, as its employee, to ensure that Ashburn safeguarded Plaintiff's personal information and
3 did not disclose it to third parties without Plaintiff's knowledge and express consent. Abercrombie
4 breached its duty to Plaintiff by failing to ensure that Ashburn safeguarded Plaintiff's personal
5 information and did not disclose it to third parties without his knowledge and express consent.

6 73. Plaintiff is informed and believes and based thereon alleges that at the time
7 Abercrombie hired Ashburn, and during the course of her employment by Abercrombie, Abercrombie
8 was aware, or should have been aware, that Ashburn would be interacting with and offering highly
9 desirable modeling positions to young employees of Abercrombie. Abercrombie had a duty to
10 properly and adequately guide, direct, instruct and assist Ashburn in her interactions with its
11 employees, including specifically Plaintiff, and to ensure that Ashburn acted appropriately when
12 interacting with its employees, including specifically Plaintiff. Abercrombie breached its duty to
13 Plaintiff by failing to properly and adequately guide, direct, instruct and assist Ashburn in her
14 interactions with its employees, including specifically Plaintiff, and by failing to ensure that Ashburn
15 acted appropriately when interacting with its employees, including specifically Plaintiff.

16 74. Ashburn, as Abercrombie's employee, failed to properly, adequately and thoroughly
17 investigate and research the background and credentials of Hilburn and AIG before disclosing
18 Plaintiff's name, photograph, date of birth, address, telephone number and email address to Hilburn
19 and AIG, and before highly endorsing Hilburn and AIG to Plaintiff.

20 75. Ashburn, as Abercrombie's employee, failed to inform Plaintiff of all material
21 information she knew about Hilburn and AIG, as well as her relationship with Hilburn and AIG and
22 how she stood to benefit from Plaintiff signing an agreement with Hilburn and AIG and being
23 photographed nude and semi-nude by Hilburn, including, but not limited to, the fact that Ashburn
24 knew that Hilburn was not a well-respected, trustworthy, ethical and highly experienced agent for
25 models; that Hilburn intended to photograph and video Plaintiff in the nude and/or masturbating; that
26 Hilburn did not intend to use those nude and semi-nude photographs and video to "build Plaintiff's
27 book," to promote Plaintiff's career, or for any other legitimate purpose; that Hilburn intended to
28 disclose those nude and semi-nude photographs and video to others including, but not limited to,

1 Ashburn, others at Abercrombie and Weber; and that Ashburn intended to elicit financial or other gain
2 and/or to benefit from the nude and semi-nude photographs of Plaintiff taken by Hilburn.

3 76. As a direct and proximate result of the aforesaid wrongful acts of Defendants, and each
4 of them, Plaintiff has suffered severe emotional and mental distress, pain, anxiety, shame, anger, grief,
5 humiliation, nervousness and shock causing physiological symptoms, including, but not limited to,
6 anxiety, depression, headaches and sleeplessness. Additionally, Plaintiff has suffered other incidental
7 and consequential damages to be established at the time of trial. The amount of Plaintiff's damages is
8 not yet fully ascertainable, but is believed to be in excess of the jurisdictional limits of this Court.
9 When Plaintiff has ascertained the full amount of his damages, he will seek leave of court to amend
10 this complaint accordingly.

11 77. At the time Defendants, and each of them, did each of the acts alleged herein by
12 incorporation, Defendants, and each of them, knew, or in the exercise of reasonable care, should have
13 known, that such acts would cause Plaintiff to suffer severe emotional distress.

14
15 **SIXTH CAUSE OF ACTION**

16 **FRAUD**

17 **(Against Hilburn and AIG)**

18 78. Plaintiff repeats, realleges, adopts and incorporates each and every allegation contained
19 in Paragraphs 1 through 41, inclusive, as though fully set forth herein.

20 79. Plaintiff is informed and believes, and based thereon alleges that Hilburn intentionally
21 misrepresented to Plaintiff and concealed from Plaintiff the true extent and veracity of Hilburn's
22 background, experience, credentials and ability to assist Plaintiff with his career in order to induce
23 Plaintiff to, among other things: travel from his home to AIG's office in Jackson, Mississippi; to enter
24 into an agreement with Hilburn and AIG whereby Hilburn and AIG would serve as Plaintiff's "agent"
25 and collect commissions on money earned by Plaintiff as a model; and agree to pose nude and
26 masturbate while being photographed and videoed by Hilburn. Plaintiff is further informed and
27 believes, and based thereon alleges that Hilburn also concealed from Plaintiff his true intentions to
28 photograph and video Plaintiff in the nude and masturbating for no legitimate purpose.

1 80. In reliance on the representations made to him by Hilburn, in late-April or early-May
2 2010, Plaintiff flew to Jackson, Mississippi; agreed to have Hilburn and AIG serve as his agent; signed
3 a contract with Hilburn and AIG whereby Hilburn and AIG would serve as Plaintiff's "agent" and
4 Hilburn and AIG would be entitled to a 20% commission on all gross revenues earned by Plaintiff in
5 the modeling industry; agreed to be photographed by Hilburn while posing nude and semi-nude, with
6 an erection and while masturbating; agreed to meet Hilburn in Los Angeles and stay with him and 12
7 other young men in a hotel room; and agreed to enter into an agency agreement with Vision LA. Had
8 Plaintiff been aware of Hilburn's true credentials and intentions, Plaintiff would not have done the
9 aforementioned acts.

10 81. Hilburn's representations about his background and experience were false. Hilburn's
11 representations about the need for Plaintiff to pose nude and semi-nude and with an erection derived
12 from unprofessional and pornographic methods and procedures and were false. The photographs and
13 video taken by Hilburn of Plaintiff were never used to build Plaintiff's "book" or to promote Plaintiff's
14 career. Plaintiff is informed and believes, and based thereon alleges that Hilburn induced Plaintiff to
15 travel to Mississippi, induced Plaintiff to sign a contract with Hilburn and made the photographs and
16 video of Plaintiff posing nude and semi-nude, masturbating and with an erection for the purpose of
17 satisfying Hilburn's own prurient interests, others' prurient interests, and to elicit financial or other
18 gain resulting from distribution of the photographs and video of Plaintiff.

19 82. Plaintiff trusted Hilburn and had no reason to doubt Hilburn's credibility and intentions,
20 especially since Plaintiff was a young man, new to the industry and since Hilburn and AIG came so
21 highly recommended by Ashburn, the casting director for Abercrombie.

22 83. As a direct and proximate result of the aforesaid wrongful acts of Defendants, and each
23 of them, Plaintiff has suffered severe emotional and mental distress, pain, anxiety, shame, anger, grief,
24 humiliation, nervousness and shock causing physiological symptoms, including, but not limited to,
25 anxiety, depression, headaches and sleeplessness. Additionally, Plaintiff has suffered other incidental
26 and consequential damages to be established at the time of trial. The amount of Plaintiff's damages is
27 not yet fully ascertainable, but is believed to be in excess of the jurisdictional limits of this Court.
28 When Plaintiff has ascertained the full amount of his damages, he will seek leave of court to amend

1 this complaint accordingly.

2 84. Plaintiff is informed and believes and based thereon alleges that the aforementioned acts
3 of Defendants, and each of them, were done intentionally or with a conscious and reckless disregard of
4 Plaintiff's rights, and with the intent to vex, injure or annoy Plaintiff, such as to constitute oppression,
5 fraud, or malice, thus entitling Plaintiff to exemplary and punitive damages in an amount appropriate
6 to punish or set an example of Defendants, and each of them, and to deter such conduct in the future,
7 the exact amount of such damages subject to proof at the time of trial.

8
9 **SEVENTH CAUSE OF ACTION**

10 **RESCISSION DUE TO FRAUD**

11 **(Against Hilburn and AIG)**

12 85. Plaintiff repeats, realleges, adopts and incorporates each and every allegation contained
13 in Paragraphs 1 through 41, inclusive, as though fully set forth herein.

14 86. Plaintiff is informed and believes, and based thereon alleges that Hilburn intentionally
15 misrepresented to Plaintiff and concealed from Plaintiff the true extent and veracity of Hilburn's
16 background, experience, credentials and ability to assist Plaintiff with his career in order to induce
17 Plaintiff to, among other things: travel from his home to AIG's office in Jackson, Mississippi; to enter
18 into an agreement with Hilburn and AIG where by Hilburn and AIG would serve as Plaintiff's "agent"
19 and collect commissions on money earned by Plaintiff as a model; and agree to pose nude and
20 masturbate while being photographed and videoed by Hilburn. Plaintiff is further informed and
21 believes, and based thereon alleges that Hilburn also concealed from Plaintiff his true intentions to
22 photograph and video Plaintiff in the nude and masturbating for no legitimate purpose.

23 87. In reliance on the representations made to him by Hilburn, in late-April or early-May
24 2010, Plaintiff flew to Jackson, Mississippi; agreed to have Hilburn and AIG serve as his agent; signed
25 a contract with Hilburn and AIG whereby Hilburn and AIG would be entitled to a 20% commission on
26 all gross revenues earned by Plaintiff in the modeling industry; agreed to be photographed by Hilburn
27 while posing nude and semi-nude, with an erection and while masturbating; agreed to meet Hilburn in
28 Los Angeles and stay with him and 12 other young me in a hotel room; agreed to enter into an agency

1 agreement with Vision LA. Had Plaintiff been aware of Hilburn's true credentials and intentions,
2 Plaintiff would not have entered into the contract with Hilburn and AIG.

3 88. Hilburn's representations about his background and experience were false. Hilburn's
4 representations about the need for Plaintiff to pose nude and semi-nude and with an erection derived
5 from unprofessional and pornographic methods and procedures and were false. The photographs and
6 video taken by Hilburn of Plaintiff were never used to build Plaintiff's "book" or to promote Plaintiff's
7 career. Plaintiff is informed and believes, and based thereon alleges that Hilburn induced Plaintiff to
8 travel to Mississippi, induced Plaintiff to sign a contract with Hilburn and AIG, and made the
9 photographs and video of Plaintiff posing nude and semi-nude, masturbating and with an erection for
10 the purpose of satisfying Hilburn's own prurient interests, others' prurient interests, and to elicit
11 financial or other gain resulting from distribution of the photographs and video of Plaintiff.

12 89. Plaintiff trusted Hilburn and had no reason to doubt Hilburn's credibility and intentions,
13 especially since Plaintiff was a young man, new to the industry and since Hilburn and AIG came so
14 highly recommended by Ashburn, the casting director for Abercrombie.

15 90. In reliance on the representations made to him by Hilburn, on or around March 3, 2011,
16 Plaintiff entered into the contract with AIG and Hilburn. Had Plaintiff been aware of Hilburn's true
17 credentials and intentions, Plaintiff would not have entered into a contract with Hilburn and AIG.

18 91. Plaintiff has fully performed all of his obligations pursuant to his contract with Hilburn
19 and AIG, excluding only those the performance of which was prevented or excused.

20 92. As a direct and proximate result of the aforesaid fraudulent conduct by Defendants, and
21 each of them, Plaintiff was induced to enter into the contract with Hilburn and AIG, and to incur
22 damages.

23 93. As a result of Defendants' wrongful, fraudulent conduct, Plaintiff's contract with
24 Hilburn and AIG should be rescinded.

25 ///

26 ///

27 ///

28 ///

EIGHTH CAUSE OF ACTION**SEXUAL HARASSMENT****(Against Hilburn and AIG)**

94. Plaintiff repeats, realleges, adopts and incorporates each and every allegation contained in Paragraphs 1 through 41, inclusive, as though fully set forth herein.

95. Shortly after his arrival in Jackson, Mississippi, Plaintiff signed a contract with Hilburn and AIG whereby Hilburn and AIG would act as Plaintiff's "agent" and Hilburn and AIG would be entitled to a 20% commission on all gross revenues earned by Plaintiff in the modeling industry.

96. As a result of Plaintiff's contract with Hilburn and AIG, a business, service, professional and/or special relationship existed between Plaintiff, on the one hand, and Hilburn and AIG, on the other hand.

97. At Hilburn's direction and instruction, Plaintiff posed nude and semi-nude. Once Plaintiff was in his underwear, Hilburn instructed Plaintiff to do whatever necessary to get an erection, including masturbating while looking at pornography on his phone. Hilburn told Plaintiff: "these [photographs] are for Bruce [Weber]." Plaintiff interpreted Hilburn's comment to mean that Weber would demand such photographs from his models, and that Hilburn would send the photographs directly to Weber. Based on what Hilburn had told him about Weber and Weber's methods, Plaintiff reasonably believed that such photographs were legitimate and common in the modeling industry, and, further, that if they were sent directly to Weber there would be a great benefit to Plaintiff's career. As such, Plaintiff agreed to Hilburn's direction. Plaintiff was able to obtain an erection, but it dissipated once Hilburn began to photograph him. Hilburn asked Plaintiff to again masturbate to erection in front of him, but Plaintiff refused.

98. Hilburn told Plaintiff that the nude and semi-nude photographs Hilburn took of Plaintiff were for Plaintiff's "book" and to be sent to Weber to promote Plaintiff's career. However, Plaintiff has never seen the nude and semi-nude photographs Hilburn shot. The photographs were certainly never made a part of Plaintiff's "book." Plaintiff is unaware of whether Hilburn or anyone else sent the photographs to Weber. Plaintiff is informed and believes and based thereon alleges that. Contrary to Hilburn's representations, the nude and semi-nude photographs Hilburn shot were not made to

1 benefit Plaintiff's career.

2 99. Hilburn's representations about what Abercrombie and Weber wanted insofar as
3 photographs of nude models with erections or other photographic results derived from unprofessional
4 and pornographic methods and procedures and were false.

5 100. Plaintiff is informed and believes, and based thereon alleges that Hilburn made the
6 photographs and video of Plaintiff for the purpose of satisfying Hilburn's own prurient interests, to
7 advance Hilburn's career and relationship with Abercrombie and its photographer Weber, for financial
8 gain and/or for other gain. Plaintiff is further informed and believes, and based thereon alleges that
9 Hilburn intended to elicit financial gain and/or other gain from distribution of the photographs and
10 video of Plaintiff as pornography.

11 101. Because Plaintiff had entered into a contract with Hilburn and AIG, and because
12 Plaintiff was staying with Hilburn in Jackson, Mississippi, Plaintiff was unable to easily terminate his
13 relationship with Hilburn and AIG.

14 102. Plaintiff has suffered severe emotional and mental distress, pain, anxiety, shame, anger,
15 grief, humiliation, nervousness and shock causing physiological symptoms, including, but not limited
16 to, anxiety, depression, headaches and sleeplessness. Additionally, Plaintiff has suffered other
17 incidental and consequential damages to be established at the time of trial. The amount of Plaintiff's
18 damages is not yet fully ascertainable, but is believed to be in excess of the jurisdictional limits of this
19 Court. When Plaintiff has ascertained the full amount of his damages, he will seek leave of court to
20 amend this complaint accordingly.

21 103. Plaintiff is informed and believes and based thereon alleges that the aforementioned acts
22 of Defendants, and each of them, were done intentionally or with a conscious and reckless disregard of
23 Plaintiff's rights, and with the intent to vex, injure or annoy Plaintiff, such as to constitute oppression,
24 fraud, or malice, thus entitling Plaintiff to exemplary and punitive damages in an amount appropriate
25 to punish or set an example of Defendants, and each of them, and to deter such conduct in the future,
26 the exact amount of such damages subject to proof at the time of trial.

27 ///

28 ///

NINTH CAUSE OF ACTION

INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

(Against Hilburn and AIG)

104. Plaintiff repeats, realleges, adopts and incorporates each and every allegation contained in Paragraphs 1 through 41, inclusive, as though fully set forth herein.

105. Plaintiff is informed and believes, and based thereon alleges that Hilburn intentionally misrepresented to Plaintiff and concealed from Plaintiff the true extent and veracity of Hilburn's background, experience, credentials and ability to assist Plaintiff with his career in order to induce Plaintiff to, among other things: travel from his home to AIG's office in Jackson, Mississippi; to enter into an agreement with Hilburn and AIG whereby Hilburn and AIG would serve as Plaintiff's "agent" and collect commissions on money earned by Plaintiff as a model; and agree to pose nude and masturbate while being photographed and videoed by Hilburn. Plaintiff is further informed and believes, and based thereon alleges that Hilburn also concealed from Plaintiff his true intentions to photograph and video Plaintiff in the nude and masturbating for no legitimate purpose.

106. In reliance on the representations made to him by Hilburn, in late-April or early-May 2010, Plaintiff flew to Jackson, Mississippi; agreed to have Hilburn and AIG serve as his agent; signed a contract with Hilburn and AIG whereby Hilburn and AIG would serve as Plaintiff's "agent" and Hilburn and AIG would be entitled to a 20% commission on all gross revenues earned by Plaintiff in the modeling industry; agreed to be photographed by Hilburn while posing nude and semi-nude, with an erection and while masturbating; agreed to meet Hilburn in Los Angeles and stay with him and 12 other young men in a hotel room; and agreed to enter into an agency agreement with Vision LA. Had Plaintiff been aware of Hilburn's true credentials and intentions, Plaintiff would not have done the aforementioned acts.

107. Hilburn's representations about his background and experience were false. Hilburn's representations about the need for Plaintiff to pose nude and semi-nude and with an erection derived from unprofessional and pornographic methods and procedures and were false. The photographs and video taken by Hilburn of Plaintiff were never used to build Plaintiff's "book" or to promote Plaintiff's career. Plaintiff is informed and believes, and based thereon alleges that Hilburn induced Plaintiff to

1 travel to Mississippi, induced Plaintiff to sign a contract with Hilburn and made the photographs and
2 video of Plaintiff posing nude and semi-nude, masturbating and with an erection for the purpose of
3 satisfying Hilburn's own prurient interests, others' prurient interests, and to elicit financial or other
4 gain resulting from distribution of the photographs and video of Plaintiff.

5 108. Plaintiff trusted Hilburn and had no reason to doubt Hilburn's credibility and intentions,
6 especially since Plaintiff was a young man, new to the industry and since Hilburn and AIG came so
7 highly recommended by Ashburn, the casting director for Abercrombie.

8 109. Plaintiff is informed and believes, and based thereon alleges that Hilburn, individually
9 and on behalf of AIG, engaged in the aforementioned conduct with the intention of causing Plaintiff
10 emotional distress, and/or with reckless disregard of Plaintiff's rights and the probability of causing
11 Plaintiff emotional distress.

12 110. The conduct of Hilburn and AIG was so outrageous as to exceed all bounds of that
13 usually tolerated in a civilized community. Plaintiff is informed and believes, and based thereon
14 alleges that Hilburn, individually and on behalf of AIG, intended to injure Plaintiff and/or realized that
15 his conduct would injure Plaintiff.

16 111. As a direct and proximate result of the aforesaid wrongful acts of Defendants, and each
17 of them, Plaintiff has suffered severe emotional and mental distress, pain, anxiety, shame, anger, grief,
18 humiliation, nervousness and shock causing physiological symptoms, including, but not limited to,
19 anxiety, depression, headaches and sleeplessness. Additionally, Plaintiff has suffered other incidental
20 and consequential damages to be established at the time of trial. The amount of Plaintiff's damages is
21 not yet fully ascertainable, but is believed to be in excess of the jurisdictional limits of this Court.
22 When Plaintiff has ascertained the full amount of his damages, he will seek leave of court to amend
23 this complaint accordingly.

24 112. Plaintiff is informed and believes and based thereon alleges that the aforementioned acts
25 of Defendants, and each of them, were done intentionally or with a conscious and reckless disregard of
26 Plaintiff's rights, and with the intent to vex, injure or annoy Plaintiff, such as to constitute oppression,
27 fraud, or malice, thus entitling Plaintiff to exemplary and punitive damages in an amount appropriate
28 to punish or set an example of Defendants, and each of them, and to deter such conduct in the future,

1 the exact amount of such damages subject to proof at the time of trial.

2
3 **TENTH CAUSE OF ACTION**

4 **NEGLIGENCE**

5 **(Against Hilburn and AIG)**

6 113. Plaintiff repeats, realleges, adopts and incorporates each and every allegation contained
7 in Paragraphs 1 through 41, inclusive, as though fully set forth herein.

8 114. Hilburn and AIG are, and were at all times alleged herein, Plaintiff's agents. As
9 Plaintiff's agents, Hilburn and AIG have and had a duty to help Plaintiff build his modeling career,
10 assist Plaintiff in obtaining modeling jobs, and to protect Plaintiff from exploitation in this challenging
11 industry. Defendants breached this duty by failing to protect Plaintiff. Defendants further breached
12 this duty by wrongfully manipulating Plaintiff into believing that certain actions, including, but not
13 limited to, being photographed by Hilburn while posing nude and semi-nude, with an erection and/or
14 while masturbating, were necessary to obtain the modeling jobs Plaintiff was seeking, when in fact
15 they were not, and by exploiting Plaintiff for the purpose of satisfying Hilburn's own prurient interests
16 and/or others' prurient interests and/or to elicit financial gain or other gain from distribution of the
17 images of Plaintiff as pornography.

18 115. As a direct and proximate result of the aforesaid wrongful acts of Defendants, and each
19 of them, Plaintiff has suffered severe emotional and mental distress, pain, anxiety, shame, anger, grief,
20 humiliation, nervousness and shock causing physiological symptoms, including, but not limited to,
21 anxiety, depression, headaches and sleeplessness. Additionally, Plaintiff has suffered other incidental
22 and consequential damages to be established at the time of trial. The amount of Plaintiff's damages is
23 not yet fully ascertainable, but is believed to be in excess of the jurisdictional limits of this Court.
24 When Plaintiff has ascertained the full amount of his damages, he will seek leave of court to amend
25 this complaint accordingly.

26 116. Plaintiff is informed and believes and based thereon alleges that the aforementioned acts
27 of Defendants, and each of them, were done intentionally or with a conscious and reckless disregard of
28 Plaintiff's rights, and with the intent to vex, injure or annoy Plaintiff, such as to constitute oppression,

1 fraud, or malice, thus entitling Plaintiff to exemplary and punitive damages in an amount appropriate
 2 to punish or set an example of Defendants, and each of them, and to deter such conduct in the future,
 3 the exact amount of such damages subject to proof at the time of trial.

4
 5 **ELEVENTH CAUSE OF ACTION**

6 **BREACH OF CONTRACT**

7 **(Against Hilburn and AIG)**

8 117. Plaintiff repeats, realleges, adopts and incorporates each and every allegation contained
 9 in Paragraphs 1 through 41, inclusive, as though fully set forth herein.

10 118. In late-April or early-May 2010, Plaintiff, on the one hand, and Hilburn and AIG, on the
 11 other hand, entered into a contract whereby Hilburn and AIG would advise, counsel, and direct
 12 Plaintiff in the development and enhancement of Plaintiff's professional modeling career. Pursuant to
 13 the contract, Hilburn and AIG were entitled to twenty percent (20%) of Plaintiff's gross compensation
 14 earned from any source as a result of Plaintiff's activities in and throughout the modeling field. It was
 15 intended and anticipated by Plaintiff and Hilburn that Plaintiff would move to Los Angeles, sign with a
 16 local agency in Los Angeles, and work as a model in Los Angeles. Thus, the contract was to be
 17 performed in California. In addition, Hilburn and AIG have and continue to receive commissions
 18 pursuant to their contract with Plaintiff from agencies located in California.

19 119. Hilburn and AIG have materially breached their contract with Plaintiff by failing to
 20 advise, counsel and direct Plaintiff in the direction of his career and using the contract with Plaintiff as
 21 a means to induce Plaintiff to consent to Hilburn photographing and videotaping Plaintiff nude and
 22 semi-nude, while masturbating and with an erection, under the guise of Plaintiff fulfilling his
 23 obligations under his contract with Hilburn and AIG, among other ways.

24 120. Plaintiff has fully performed all of his obligations pursuant to his contract with Hilburn
 25 and AIG, excluding only those the performance of which was prevented or excused.

26 121. 85. As a direct and proximate result of the aforesaid wrongful acts of Defendants,
 27 and each of them, Plaintiff has been damaged in an amount that is not yet fully ascertainable, but
 28 which is believed to be in excess of the jurisdictional limits of this Court. When Plaintiff has

1 ascertained the full amount of his damages, he will seek leave of court to amend this complaint
2 accordingly.

3
4 **TWELTH CAUSE OF ACTION**

5 **BREACH OF FIDUCIARY DUTY**

6 **(Against Hilburn and AIG)**

7 122. Plaintiff repeats, realleges, adopts and incorporates each and every allegation contained
8 in Paragraphs 1 through 41, inclusive, as though fully set forth herein.

9 123. Based on the contractual relationship between Plaintiff, on the one hand, and Hilburn
10 and AIG, on the other hand, Hilburn and AIG had a fiduciary duty to help Plaintiff build his modeling
11 career, assist Plaintiff in obtaining modeling jobs, and to protect Plaintiff from exploitation in this
12 challenging industry.

13 124. Defendants breached this fiduciary duty by failing to protect Plaintiff. Defendants
14 further breached this duty by wrongfully manipulating Plaintiff into believing that certain actions,
15 including, but not limited to, being photographed by Hilburn while posing nude and semi-nude, with
16 an erection and/or while masturbating, were necessary to obtain the modeling jobs Plaintiff was
17 seeking, when in fact they were not, and by exploiting Plaintiff for the purpose of satisfying Hilburn's
18 own prurient interests and/or others' prurient interests and/or to elicit financial gain or other gain from
19 distribution of the images of Plaintiff as pornography.

20 125. As a direct and proximate result of the aforesaid wrongful acts of Defendants, and each
21 of them, Plaintiff has suffered severe emotional and mental distress, pain, anxiety, shame, anger, grief,
22 humiliation, nervousness and shock causing physiological symptoms, including, but not limited to,
23 anxiety, depression, headaches and sleeplessness. Additionally, Plaintiff has suffered other incidental
24 and consequential damages to be established at the time of trial. The amount of Plaintiff's damages is
25 not yet fully ascertainable, but is believed to be in excess of the jurisdictional limits of this Court.
26 When Plaintiff has ascertained the full amount of his damages, he will seek leave of court to amend
27 this complaint accordingly.

28 ///

1 126. Plaintiff is informed and believes and based thereon alleges that the aforementioned acts
 2 of Defendants, and each of them, were done intentionally or with a conscious and reckless disregard of
 3 Plaintiff's rights, and with the intent to vex, injure or annoy Plaintiff, such as to constitute oppression,
 4 fraud, or malice, thus entitling Plaintiff to exemplary and punitive damages in an amount appropriate
 5 to punish or set an example of Defendants, and each of them, and to deter such conduct in the future,
 6 the exact amount of such damages subject to proof at the time of trial.

7
 8 **THIRTEENTH CAUSE OF ACTION**

9 **DECLARATORY RELIEF**

10 **(Against Hilburn and AIG)**

11 127. Plaintiff repeats, realleges, adopts and incorporates each and every allegation contained
 12 in Paragraphs 1 through 41, inclusive, as though fully set forth herein.

13 128. As alleged herein above, an actual controversy and dispute has arisen between Plaintiff,
 14 on the one hand, and Hilburn and AIG, on the other hand. Specifically, Plaintiff contends that he was
 15 fraudulently induced to enter into a contract with Hilburn and AIG, that Hilburn and AIG have
 16 materially breached that contract, that Plaintiff's contract with Hilburn and AIG should be rescinded
 17 and that Plaintiff has no further obligations under his contract with Hilburn and AIG.

18 129. Defendants dispute Plaintiff's contentions.

19 130. Wherefore, Plaintiff seeks a judicial determination that the contract alleged herein
 20 between Plaintiff, on the one hand, and Hilburn and AIG, on the other hand, be rescinded and that
 21 Plaintiff have no further obligations under that contract.

22
 23 WHEREFORE, Plaintiff prays for judgment against Defendants, and each of them, as follows:

24 **AS TO THE FIRST CAUSE OF ACTION:**

25 1. For an award of general, special, and consequential damages against Defendants, and
 26 each of them, according to proof at the time of trial;

27 2. For punitive and exemplary damages in an amount appropriate to punish or set an
 28 example of Defendants, and each of them, and to deter such conduct in the future, the exact amount of

1 such damages subject to proof at the time of trial;

2 **AS TO THE SECOND CAUSE OF ACTION:**

3 3. For an award of general, special, and consequential damages against Defendants, and
4 each of them, according to proof at the time of trial;

5 4. For punitive and exemplary damages in an amount appropriate to punish or set an
6 example of Defendants, and each of them, and to deter such conduct in the future, the exact amount of
7 such damages subject to proof at the time of trial;

8 **AS TO THE THIRD CAUSE OF ACTION:**

9 5. For an award of general, special, and consequential damages against Defendants, and
10 each of them, according to proof at the time of trial;

11 6. For punitive and exemplary damages in an amount appropriate to punish or set an
12 example of Defendants, and each of them, and to deter such conduct in the future, the exact amount of
13 such damages subject to proof at the time of trial;

14 **AS TO THE FOURTH CAUSE OF ACTION:**

15 7. For an award of general, special, and consequential damages against Defendants, and
16 each of them, according to proof at the time of trial;

17 **AS TO THE FIFTH CAUSE OF ACTION:**

18 8. For an award of general, special, and consequential damages against Defendants, and
19 each of them, according to proof at the time of trial;

20 **AS TO THE SIXTH CAUSE OF ACTION:**

21 9. For an award of general, special, and consequential damages against Defendants, and
22 each of them, according to proof at the time of trial;

23 10. For punitive and exemplary damages in an amount appropriate to punish or set an
24 example of Defendants, and each of them, and to deter such conduct in the future, the exact amount of
25 such damages subject to proof at the time of trial;

26 **AS TO THE SEVENTH CAUSE OF ACTION:**

27 11. For rescission of the contract between Plaintiff, on the one hand, and Hilburn and AIG
28 on the other hand;

1 **AS TO THE EIGHTH CAUSE OF ACTION:**

2 12. For an award of general, special, and consequential damages against Defendants, and
3 each of them, according to proof at the time of trial;

4 13. For punitive and exemplary damages in an amount appropriate to punish or set an
5 example of Defendants, and each of them, and to deter such conduct in the future, the exact amount of
6 such damages subject to proof at the time of trial;

7 14. For attorney's fees and costs of suit as allowed by law;

8 **AS TO THE NINTH CAUSE OF ACTION:**

9 15. For an award of general, special, and consequential damages against Defendants, and
10 each of them, according to proof at the time of trial;

11 16. For punitive and exemplary damages in an amount appropriate to punish or set an
12 example of Defendants, and each of them, and to deter such conduct in the future, the exact amount of
13 such damages subject to proof at the time of trial;

14 **AS TO THE TENTH CAUSE OF ACTION:**

15 17. For an award of general, special, and consequential damages against Defendants, and
16 each of them, according to proof at the time of trial;

17 **AS TO THE ELEVENTH CAUSE OF ACTION:**

18 18. For an award of general, special, and consequential damages against Defendants, and
19 each of them, according to proof at the time of trial;

20 **AS TO THE TWELTH CAUSE OF ACTION:**

21 19. For an award of general, special, and consequential damages against Defendants, and
22 each of them, according to proof at the time of trial;

23 20. For punitive and exemplary damages in an amount appropriate to punish or set an
24 example of Defendants, and each of them, and to deter such conduct in the future, the exact amount of
25 such damages subject to proof at the time of trial;

26 **AS TO THE THIRTEENTH CAUSE OF ACTION:**

27 21. For a declaration of the parties' respective rights and obligations;

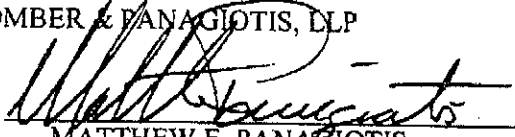
28 ///

1 ON EACH CAUSE OF ACTION:

- 2 22. For pre- and post-judgment interest as allowed by law;
3 23. For attorneys' fees as allowed by law;
4 24. For cost of suit incurred herein; and
5 25. For such other and further relief as the Court may deem just and proper.
6

7 Dated: August 31, 2012

LAW OFFICES OF
ZOMBER & PANAGIOTIS, LLP

8
9 By 
10 MATTHEW E. PANAGIOTIS
11 Attorneys for Plaintiff
12 WILLIAM STRATTON
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ORIGINAL

FILE BY FAX

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Peter J. Zomber (SBN 91715) - Matthew E. Panagiotis (SBN 222965) Law Offices of Zomber & Panagiotis, LLP 12424 Wilshire Boulevard, Suite 720, Los Angeles, CA 90025		CM-010 FOR COURT USE ONLY <div style="text-align: center; font-weight: bold; font-size: 1.2em;">FILED</div> Los Angeles Superior Court <div style="text-align: center; font-size: 1.2em;">AUG 31 2012</div>	
TELEPHONE NO: (310) 405-0055 FAX NO: (310) 405-0056 ATTORNEY FOR (Name): Plaintiff WILLIAM STRATTON		John A. Clarke, Executive Officer/Clerk By <u>SHAUNYA WESLEY</u> , Deputy	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREET ADDRESS: 111 North Hill Street MAILING ADDRESS: 1111 North Hill Street CITY AND ZIP CODE: Los Angeles, CA 90012 BRANCH NAME: Central District			
CASE NAME: WILLIAM STRATTON vs. ABERCROMBIE & FITCH CO., et al.			
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)		Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	
		CASE NUMBER: BC 491420 JUDGE: DEPT:	

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other P/PI/D/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other P/PI/D/WD (23) Non-P/PI/D/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input checked="" type="checkbox"/> Fraud (18) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-P/PI/D/WD tort (35) Employment <input type="checkbox"/> Wrongful termination (38) <input type="checkbox"/> Other employment (15)	Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (28) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties
b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
c. <input type="checkbox"/> Substantial amount of documentary evidence | d. <input type="checkbox"/> Large number of witnesses
e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
|--|--|
3. Remedies sought (check all that apply): a. ☒ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☒ punitive
4. Number of causes of action (specify): 13
5. This case ☐ is ☒ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: August 31, 2012
 Matthew E. Panagiotis

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed in sanctions).
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Form Adopted for Mandatory Use
 Judicial Council of California
 CM-010 [Rev. July 1, 2007]

CIVIL CASE COVER SHEET

Page 1 of 2
 Cal. Rules of Court, rules 2.30, 3.220, 3.400-3.403, 3.740;
 Cal. Standards of Judicial Administration, std. 3.10
 www.courtinfo.ca.gov

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

CM-010

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check one box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the primary cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort	Contract	Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400-3.403)
Auto (22)—Personal Injury/Property Damage/Wrongful Death	Breach of Contract/Warranty (06)	Antitrust/Trade Regulation (03)
Uninsured Motorist (46) (if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto)	Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction)	Construction Defect (10)
	Contract/Warranty Breach—Seller Plaintiff (not fraud or negligence)	Claims Involving Mass Tort (40)
	Negligent Breach of Contract/Warranty	Securities Litigation (28)
Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort	Other Breach of Contract/Warranty	Environmental/Toxic Tort (30)
Asbestos (04)	Collections (e.g., money owed, open book accounts) (09)	Insurance Coverage Claims (arising from provisionally complex case type listed above) (41)
Asbestos Property Damage	Collection Case—Seller Plaintiff	Enforcement of Judgment
Asbestos Personal Injury/Wrongful Death	Other Promissory Note/Collections Case	Enforcement of Judgment (20)
Product Liability (not asbestos or toxic/environmental) (24)	Insurance Coverage (not provisionally complex) (18)	Abstract of Judgment (Out of County)
Medical Malpractice (45)	Auto Subrogation	Confession of Judgment (non-domestic relations)
Medical Malpractice—Physicians & Surgeons	Other Coverage	Sister State Judgment
Other Professional Health Care Malpractice	Other Contract (37)	Administrative Agency Award (not unpaid taxes)
Other PI/PD/WD (23)	Contractual Fraud	Petition/Certification of Entry of Judgment on Unpaid Taxes
Premises Liability (e.g., slip and fall)	Other Contract Dispute	Other Enforcement of Judgment Case
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)	Real Property	Miscellaneous Civil Complaint
Intentional Infliction of Emotional Distress	Eminent Domain/Inverse Condemnation (14)	RICO (27)
Negligent Infliction of Emotional Distress	Wrongful Eviction (33)	Other Complaint (not specified above) (42)
Other PI/PD/WD	Other Real Property (e.g., quiet title) (26)	Declaratory Relief Only
Non-PI/PD/WD (Other) Tort	Writ of Possession of Real Property	Injunctive Relief Only (non-harassment)
Business Tort/Unfair Business Practice (07)	Mortgage Foreclosure	Mechanics Lien
Civil Rights (e.g., discrimination, false arrest) (not civil harassment) (08)	Quiet Title	Other Commercial Complaint Case (non-tort/non-complex)
Defamation (e.g., slander, libel) (13)	Other Real Property (not eminent domain, landlord/tenant, or foreclosure)	Other Civil Complaint (non-tort/non-complex)
Fraud (16)	Unlawful Detainer	Miscellaneous Civil Petition
Intellectual Property (19)	Commercial (31)	Partnership and Corporate Governance (21)
Professional Negligence (25)	Residential (32)	Other Petition (not specified above) (43)
Legal Malpractice	Drugs (38) (if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential)	Civil Harassment
Other Professional Malpractice (not medical or legal)	Judicial Review	Workplace Violence
Other Non-PI/PD/WD Tort (35)	Asset Forfeiture (05)	Elder/Dependent Adult Abuse
Employment	Petition Re: Arbitration Award (11)	Election Contest
Wrongful Termination (36)	Writ of Mandate (02)	Petition for Name Change
Other Employment (15)	Writ—Administrative Mandamus	Petition for Relief From Late Claim
	Writ—Mandamus on Limited Court Case Matter	Other Civil Petition
	Writ—Other Limited Court Case Review	
	Other Judicial Review (39)	
	Review of Health Officer Order	
	Notice of Appeal—Labor Commissioner Appeals	

ORIGINAL

FILE BY FAX

SHORT TITLE: WILLIAM STRATTON vs. ABERCROMBIE & FITCH CO., et al.	CASE NUMBER BC 491420
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**CIVIL CASE COVER SHEET ADDENDUM AND
STATEMENT OF LOCATION
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

This form is required pursuant to Local Rule 2.0 in all new civil case filings in the Los Angeles Superior Court.

Item I. Check the types of hearing and fill in the estimated length of hearing expected for this case:

JURY TRIAL? ☒ YES CLASS ACTION? ☐ YES LIMITED CASE? ☐ YES TIME ESTIMATED FOR TRIAL 10 ☐ HOURS/ ☒ DAYS

Item II. Indicate the correct district and courthouse location (4 steps – If you checked "Limited Case", skip to Item III, Pg. 4):

Step 1: After first completing the Civil Case Cover Sheet form, find the main Civil Case Cover Sheet heading for your case in the left margin below, and, to the right in Column A, the Civil Case Cover Sheet case type you selected.

Step 2: Check one Superior Court type of action in Column B below which best describes the nature of this case.

Step 3: In Column C, circle the reason for the court location choice that applies to the type of action you have checked. For any exception to the court location, see Local Rule 2.0.

Applicable Reasons for Choosing Courthouse Location (see Column C below)

1. Class actions must be filed in the Stanley Mosk Courthouse, central district.
2. May be filed in central (other county, or no bodily injury/property damage).
3. Location where cause of action arose.
4. Location where bodily injury, death or damage occurred.
5. Location where performance required or defendant resides.
6. Location of property or permanently garaged vehicle.
7. Location where petitioner resides.
8. Location wherein defendant/respondent functions wholly.
9. Location where one or more of the parties reside.
10. Location of Labor Commissioner Office

Step 4: Fill in the information requested on page 4 in Item III; complete Item IV. Sign the declaration.

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons (See Step 3 Above)
Auto Tort	Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1., 2., 4.
	Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1., 2., 4.
Other Personal Injury/Property Damage/Wrongful Death Tort	Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage <input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	2. 2.
	Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1., 2., 3., 4., 8.
	Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons <input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1., 4. 1., 4.
	Other Personal Injury Property Damage Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall) <input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.) <input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress <input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1., 4. 1., 4. 1., 3. 1., 4.

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	A. Civil Case Cover Sheet Category No.	B. Type of Action (Check only one)	C. Applicable Reasons - See Step 3 Above
Non-Personal Injury/Property Damage/ Wrongful Death Tort	Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1., 3.
	Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1., 2., 3.
	Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1., 2., 3.
	Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1., 2., 3.
	Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice <input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1., 2., 3. 1., 2., 3.
	Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	2., 3.
Employment	Wrongful Termination (38)	<input type="checkbox"/> A6037 Wrongful Termination	1., 2., 3.
	Other Employment (15)	<input type="checkbox"/> A6024 Other Employment Complaint Case <input type="checkbox"/> A6109 Labor Commissioner Appeals	1., 2., 3. 10.
Contract	Breach of Contract/ Warranty (08) (not Insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction) <input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence) <input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud) <input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	2., 5. 2., 5. 1., 2., 5. 1., 2., 5.
	Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff <input type="checkbox"/> A6012 Other Promissory Note/Collections Case	2., 5., 6. 2., 5.
	Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1., 2., 5., 8.
	Other Contract (37)	<input checked="" type="checkbox"/> A6009 Contractual Fraud <input type="checkbox"/> A6031 Tortious Interference <input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1., 2., 3., 5. 1., 2., 3., 5. 1., 2., 3., 8.
Real Property	Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels _____	2.
	Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2., 6.
	Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure	2., 6.
		<input type="checkbox"/> A6032 Quiet Title <input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2., 6. 2., 6.
Unlawful Detainer	Unlawful Detainer-Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	2., 6.
	Unlawful Detainer-Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2., 6.
	Unlawful Detainer-Post-Foreclosure (34)	<input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure	2., 6.
	Unlawful Detainer-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2., 6.

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	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons See Step 3 Above
Judicial Review	Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2., 6.
	Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2., 5.
	Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus <input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter <input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2., 8. 2. 2.
	Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ /Judicial Review	2., 8.
Provisionally Complex Litigation	Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1., 2., 8.
	Construction Defect (10)	<input type="checkbox"/> A6007 Construction Defect	1., 2., 3.
	Claims Involving Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1., 2., 8.
	Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1., 2., 8.
	Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1., 2., 3., 8.
	Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1., 2., 5., 8.
Enforcement of Judgment	Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment	2., 9.
		<input type="checkbox"/> A6180 Abstract of Judgment	2., 6.
		<input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations)	2., 9.
		<input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes)	2., 8.
		<input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax	2., 8.
		<input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2., 8., 9.
Miscellaneous Civil Complaints	RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1., 2., 8.
	Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only	1., 2., 8.
		<input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment)	2., 8.
		<input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex)	1., 2., 8.
<input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1., 2., 8.		
Miscellaneous Civil Petitions	Partnership Corporation Governance (21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2., 8.
	Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment	2., 3., 9.
		<input type="checkbox"/> A6123 Workplace Harassment	2., 3., 9.
		<input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case	2., 3., 9.
		<input type="checkbox"/> A6190 Election Contest	2.
		<input type="checkbox"/> A6110 Petition for Change of Name	2., 7.
		<input type="checkbox"/> A6170 Petition for Relief from Late Claim Law	2., 3., 4., 8.
<input type="checkbox"/> A6100 Other Civil Petition	2., 9.		

21/10/20

LACIV 109 (Rev. 03/11)
LASC Approved 03-04**CIVIL CASE COVER SHEET ADDENDUM
AND STATEMENT OF LOCATION**Local Rule 2.0
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Item III. Statement of Location: Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in Item II., Step 3 on Page 1, as the proper reason for filing in the court location you selected.

REASON: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected for this case. <input type="checkbox"/> 1. <input checked="" type="checkbox"/> 2. <input checked="" type="checkbox"/> 3. <input type="checkbox"/> 4. <input checked="" type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10.		ADDRESS: 3400 Cahuenga Boulevard Building D, Apt. 103
CITY: Los Angeles	STATE: CA	ZIP CODE: 90068

Item IV. Declaration of Assignment: I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that the above-entitled matter is properly filed for assignment to the Stanley Mosk courthouse in the Central District of the Superior Court of California, County of Los Angeles [Code Civ. Proc., § 392 et seq., and Local Rule 2.0, subds. (b), (c) and (d)].


Dated: August 31, 2012


 (SIGNATURE OF ATTORNEY/FILING PARTY)

PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet, Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form, LACIV 109, LASC Approved 03-04 (Rev. 03/11).
5. Payment in full of the filing fee, unless fees have been waived.
6. A signed order appointing the Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court in order to issue a summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.



I certify that this is a true and correct copy of the original Complaint on file in this office consisting of 40 pages: JOHN A. CLARKE, Executive Officer/Clerk of the Superior Court of California, County of Los Angeles
Date: OCT 10 2012  Deputy

RICARDO PEREZ

1 **PROOF OF SERVICE - 1013a, 2015.5 C.C.P.**

2 STATE OF CALIFORNIA

] ss.
]
]

3 COUNTY OF LOS ANGELES

4 I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a
5 party to the within action; my business address is DOLAN & ASSOCIATES, 30699 Russell Ranch Road,
Suite 280, Westlake Village, California 91362.

6 On October 11, 2012, I served the foregoing document described as **NOTICE OF**
7 **REMOVAL OF ACTION UNDER 28 U.S.C. §1441(b) (DIVERSITY)** on the interested
8 parties in Re William Stratton v. Abercrombie & Fitch, Co., Court Case No. BC491420, Our Matter No.
18980, by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

9 Matthew E. Panagiotis, Esq.
10 Peter J. Zomber, Esq.
11 Law Offices of Zomber & Panagiotis, LLP
12424 Wilshire Blvd., Suite 720
Los Angeles, CA 90025
Attorney for Plaintiff

12 I caused such envelope with postage thereon fully prepaid to be placed in the United States mail at
13 Westlake Village, California. I am "readily familiar" with the firm's practice of collection and processing
14 correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same
15 day with postage thereon fully prepaid at Westlake Village, California, in the ordinary course of business. I
am aware that on motion of the party served, service is presumed invalid if postal cancellation date or
postage meter date is more than one day after date of deposit for mailing in affidavit.

16 I declare that I am employed in the office of a member of the bar of this court as whose direction
the service was made.

17 Executed on October 11, 2012, at Westlake Village, California.

18 
19 SANDY BARATTA